



REQUEST FOR PROPOSALS

RFP # 15-067

Website Development Services - Hospitality

City of Sandy Springs
7840 Roswell Road Suite 500
Sandy Springs, GA 30350

Proposals are due:

Tuesday, July 14, 2015, 2:00 p.m.

and should be delivered to:

Sandy Springs Hospitality Board, Inc.
c/o City of Sandy Springs Purchasing Office
7840 Roswell Road, Suite 500
Sandy Springs, GA 30350

in hard copy only; electronic or fax Proposals will not be accepted.
Proposals received after the deadline or at any other locations will not be accepted.

Deadline for questions is 5:00 p.m., Friday, June 26, 2015. Questions received after this date and time may not be answered.

**Questions must be directed in writing (e-mail) to the
City of Sandy Springs Purchasing Manager, Jeff Allen,
via e-mail to:**

jallen@sandyspringsga.gov

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal ("Offeror") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Proposal and certify that I am authorized to sign this Proposal for Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror: _____

Date: _____

Print/Type Name: _____

Print/Type Offeror Name Here: _____

OFFEROR'S RFP CONTACT INFORMATION
(This Page MUST be Completed and Returned with your Proposal)

FIRM NAME	
FIRM MAILING ADDRESS	
CITY	
STATE	
ZIP	
PRIMARY CONTACT NAME	
PRIMARY CONTACT E-MAIL ADDRESS	
PRIMARY CONTACT PHONE	
SECONDARY CONTACT NAME	
SECONDARY CONTACT E-MAIL ADDRESS	
SECONDARY CONTACT PHONE	

This form MUST be in your Proposal immediately after your cover letter

OFFEROR'S RFP CHECKLIST

Critical Things to Keep in Mind When Responding to an RFP for the Sandy Springs Hospitality Board, Inc.

1. _____ **Read the entire document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements, if any (e.g. bonding and insurance requirements).
2. _____ **Note the Purchasing Manager's name, address, and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Manager by the due date listed on the cover page and in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP will be distributed by e-mail to RFP participants.
4. _____ **Follow the format required in the RFP** when preparing an RFP Proposal. Provide point-by-point responses to all sections in a clear and concise manner.
5. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume The Hospitality Board, Inc. will know what your firm's capabilities are or what items/services you can provide, even if you have previously contracted with the Sandy Springs Hospitality Board, Inc. or the City of Sandy Springs. Proposals are evaluated based solely on the information and materials provided in response to the RFP.
6. _____ **Use the forms provided** with the RFP, if any.
7. _____ **Check the Sandy Springs Hospitality Board, Inc.'s website for RFP addenda.** Before submitting your Proposal, check the Sandy Springs Hospitality Board, Inc.'s website at <http://www.sandyspringsga.gov> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your Proposal.
8. _____ **Review the RFP document again** to make sure that you have addressed all requirements. Your original Proposal and the requested copies must be identical and complete. The copies are provided to individuals evaluating Proposals and will be used to rank your submittal.
9. _____ **Submit your Proposal on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late Proposals will not be accepted.
10. _____ **Complete and return the contact information sheet.**

This checklist is provided for assistance only and should not be submitted with your Proposal.

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SANDY SPRINGS HOSPITALITY BOARD, INC.

Request for Proposals # 15-067 Website Development Services - Hospitality

SECTION 1: BACKGROUND

A. Purpose

The Sandy Springs Hospitality Board, Inc. ("Hospitality"), destination marketing organization for the City of Sandy Springs, desires to engage the services of a website developer/provider with an understanding and proven experience in providing web services to Hospitality clients to procure an effective website design and to appropriately represent Hospitality to the targeted markets ("Project"). The selected firm will work with Hospitality to assist with the development and implementation of a website to promote Hospitality as a premier location for business and leisure travel, recreation, shopping, entertainment and dining.

The information architecture for the website should support easy navigation to key services for the following audiences: business travelers, leisure travelers, small meeting planners, event attendees, medical travelers, weddings and religious groups. The website should also include CMS and updated content infrastructure for ease of use.

Sandy Springs, Georgia, is a young and evolving city and is currently working with a marketing agency to identify its brand and to develop a look and tagline to convey that brand. The current website has not been updated to include the new branding elements. The website must convey the brand while providing thorough information in a way that can be updated frequently, as destination offerings change frequently. Destination marketing audiences vary in their abilities and comfort levels with respect to technology. Part of the audience demands technology and supportive online services while some leisure consumers may not have the desire or experience to utilize web or mobile technology successfully.

B. General Information about Sandy Springs

Located in Atlanta's dynamic metro north and less than an hour from the world's busiest airport, Sandy Springs ("Sandy Springs" or "City") is the metro area's second largest city and is the sixth largest city in the State of Georgia. The City balances the best of modern southern living: high-rise towers; riding stables; world-class medical centers; national river corridor; international consulates; and neighborhoods that resemble botanical gardens.

In June 2005, residents overwhelmingly voted for incorporation of Sandy Springs, the first new city in Georgia in fifty (50) years. The City utilizes a public-private partnership model for operations. With the exception of public safety (police and fire) personnel and the City's executive staff, general government services are provided by contractors. The success of this model in Sandy Springs continues to attract attention from cities around the U.S. as well as around the globe.

The City's population was estimated at 99,419 by the 2012 Census. The daytime population

swells to approximately 200,000 due to the heavy concentration of businesses located in the City, including UPS, Newell Rubbermaid, First Data, AirWatch, Cox Enterprises, and Intercontinental Exchange (corporate parent of the New York Stock Exchange). Two (2) of the most traveled arteries in the metro area, 1-285 and Georgia 400, cross Sandy Springs, and the City is home to three (3) MARTA rail stations.

1. Recreation: Twenty-two (22) miles of the country's first National Water Trail - the Chattahoochee River - fall within the City. There are eleven (11) parks in Sandy Springs, including Morgan Falls Overlook Park, which opened in 2010. Morgan Falls Overlook Park was quickly awarded the 2011 Keep Georgia Beautiful Award for New Park Development. Hammond Park provides many youth recreational programs, and the Sandy Springs Tennis Center is home to more than 130 USTA and ALTA teams, serving as the hub for tennis activities in the North Fulton, Dunwoody, Roswell, Cobb County and Buckhead areas. The Abernathy Greenway Linear Park, featuring artist-developed playable art, was opened in summer 2014.

2. Attractions: By virtue of its location, Sandy Springs is a short drive for anyone wanting to visit nationally known attractions such as the CNN Center, World of Coke, Georgia Aquarium, High Museum of Art and Stone Mountain. Locally, the City is home to the Anne Frank in the World Exhibit and Heritage Sandy Springs Museum. The City attracts a variety of artists, including talented new musicians who perform regularly at Steve's Live Music.

3. Dining: The City is home to more than 150 restaurants, including nationally known chains and local, independent eating establishments. Recently formed, the Sandy Springs Restaurant Association began an initiative in 2014 inviting the community to "Savor Sandy Springs."

4. Shopping: Perimeter Mall is located just outside the Sandy Springs city limits in the City of Dunwoody. Many intimate shops are nestled in an array of strip centers in the City, primarily aligned with Roswell Road, the City's main corridor stretching the entire length of Sandy Springs, north to south.

5. Lodging: Sandy Springs has more than 2,800 hotel rooms available for corporate guests and visitors, with accommodations to fit personal taste and budget.

6. Plans for City Center Development: In late 2012, City Council adopted a Master Plan to develop the City's downtown area into its City center ("City Center"). A master developer has been selected as the result of a two-phase procurement process, and work is currently underway to finalize plans for construction of City Center. City Center will consist of fourteen (14) acres of mixed-use development, featuring a City green, restaurants and local boutiques, as well as a performing arts center and civic facility.

C. General Information about Hospitality

Sandy Springs Hospitality Board, Inc. ("Hospitality") is a charitable organization exempt from federal income tax under section 501 (c)(6) of the Internal Revenue Code of 1986. Pursuant to O.C.G.A. § 48-13-51, Hospitality receives certain tax revenue from temporary lodging facilities, including hotel and motel. The stated purpose of Hospitality is to operate exclusively to promote tourism, conventions, and trade shows within Sandy Springs. Hospitality generally seeks to

provide the Sandy Springs community with a competitive advantage in the tourism market. Through salient and strategic marketing efforts, Hospitality encourages people to visit, stay, recreate and shop in Sandy Springs.

SECTION 2: SCOPE OF WORK

Project Goals

The selected firm shall have a proven track record in providing website development services to the hospitality and tourism industry: The primary goal of this project is to design, develop and launch Hospitality's website. The selected firm shall provide Hospitality with a website design into which Hospitality staff can immediately begin migrating creative ideas.

Develop a website that will:

- Provide an architecture that supports easy navigation of the website by all users
- Provide varied information and online services to a targeted audience
- Convey the messaging and brand of Hospitality
- Be easy to navigate
- Provide a clean, contemporary design and flow
- Display equally well in all browsers
- Provide the ability for staff to make real-time content changes
- Provide the ability to integrate hotel search engine component
- Allow Hospitality to gather statistics and report on use of website
- Not require plug-ins
- Employ responsive web design
- Meet ADA / 508 standards compliance
- Provide mobile access through optimized mobile compatibility
- Integrate CRM and extranet data

Scope of Work

Following are responsibilities of Hospitality and the selected firm. These responsibilities may be added to during the process and discussion of proposal.

Hospitality will be responsible for the following:

- Provide content expediently
- Provide feedback for the selected firm's questions or needs
- Determine desired page components
- Install and configure required server infrastructure and network services
- Provide concept designs for website look and feel

The selected firm will be responsible for the following:

- Develop a website structure that will support Hospitality's brand as well as the marketing needs of specific targeted groups
- Provide an integrated project plan for the design phase of the website
- Provide a content information architecture that supports easy navigation to key services
- Provide flexibility for branding difference services/domains
- Integrate design concepts developed by Hospitality's branding team within the web structure
- Apply website CMS software implementation to enable information ready website

The selected firm shall deliver the following:

A. Infrastructure: The selected firm shall:

- work with Hospitality to determine a new website content information architecture navigation framework to support easy navigation to key services
- be required to work with the Hospitality branding project team for design style integration
- integrate CRM and extranet components

B. CMS: The selected firm shall:

- provide a comprehensive CMS solution, including one that has an easy-to-use back end infrastructure
- provide software that will work for staff using either Mac or PC computers
- provide a CMS that is accessible from Internet Explorer, Chrome, Firefox and Safari web browsers
- provide a CMS that is easy to navigate on the back end for ease of content creation and posting
- provide a CMS that is accessible via external access

C. Website: The selected firm shall:

- provide a fully-operational and working website framework ("information ready"). Hospitality staff should be able to immediately begin updating and migrating information
- assist in addressing any URL name changes

D. Training: The selected firm shall provide full and complete training on the use of the CMS, as well as ongoing training for future Hospitality employees.

E. Additional elements: Sub-sites and components that may be developed to address special areas include, but not limited to, the following:

- business directory
- capacity for e-mail “blast” service and/or push notifications
- monthly or quarterly community newsletter
- promotional websites

CMS Requirements

Software Needs Summary

Hospitality requires CMS software that is adaptable to current and changing technology and enable users to efficiently publish and manage content on the website.

Product Requirements

Following is a list of desired CMS components:

Content Editor

- Spell checker
- Content publisher control of associated data
- Ability to view HTML version of content in the WYSIWYG with color-coded HTML markup.

Content Management

- Ability to organize and manage uploaded documents and images
- Ability to optimize uploaded pictures and graphic files for quickest page loading, as well as support for double density images for high pixel density displays
- Interactive photo galleries to publish and display photo assets
- Document galleries to organize and publish documents according to subject matter
- Multi-lingual Content Integration with website content translation capabilities
- Avoid proprietary, limited-release CMS solutions
- Ability to integrate video into site without use of external links
- All promotional areas of the website should be updateable via the CMS without requiring coding knowledge

Navigation

- MEGA drop down menus
- Breadcrumb navigation
- Secondary level navigation within specific content subject matter areas
- Friendly URLs
- Addition of external pages to navigation – external hyperlinks should include an icon indicating that the user will be leaving the website
- Ability to reorganize content to different sections of the website without manually changing content links

Security/Authorization

- Ability to centrally add and manage users and specify access rights
- Ability to limit certain group members from specific content and content management functionality

Additional Functionality

- “Share This” social networking site links for site visitors or Hospitality to share content on Facebook, Twitter, etc.
- Features for viewing text only, printing, and mobile access versions of the site

Site Look and Feel

- Site must display correctly in all major browsers
- Site themes and/or style sheets that maintain common look and feel throughout website. CSS style sheets should be editable by Hospitality, with versioning preferred.
- Department / Service Marketability – ability to apply customized look and feel within different departments/services while maintaining global navigation and website common look and feel
- Site must be optimized for mobile integration (responsive web design)

Technical Requirements

- Hosting
- Site must be mobile friendly
- Site must offer print friendly pages
- Social media integration
- SEO/SEM optimized – no images should contain embedded text. All text should be HTML based
- Simpleview CRM integration
- Copy of the site database to be provided to Hospitality to allow Hospitality, if desired, to terminate and migrate content to an alternative CMS

Functionality

Site must be flexible for all users with the following elements:

- Booking engine integration
- Email registration
- Calendar
- Social media links and feed
- Promotional sites

SECTION 3: CONTENTS OF PROPOSAL

A. Project Team

Include resumes of your proposed Project team. State if they are contract employees, regular employees or employed by a sub-contractor. Describe their role on the Project and the percentage of their time dedicated to the Project.

B. Firm Profile

Provide a brief profile of your firm, including:

1. Management structure, organization chart, etc.

2. How many years has your firm been in business?
3. How long have you been providing these services?
4. What is your firm's primary line of business?
5. How many employees do you have?
6. Describe the stability of ownership. Do you foresee any changes in ownership over the contract term?

C. Audited Financial Statements

Provide past three (3) years of audited financial statements.

D. Litigation History

Provide past three (3) years of litigation history.

E. Client References

Include three (3) – five (5) client references within the past three (3) years. The work performed for each of these client references should be similar to the scope of services in this RFP. References should include the following: name of the organization, contact information, address, telephone number, fax number, e-mail address, description of the project, brief summary of services provided and period of performance. In addition, provide a statement whether the services are ongoing. Exhibit E of this RFP is a sample client authorization letter. The sample reference letter shall be prepared on the Offeror's letterhead, addressed to the contact at the reference, signed by the Offeror and included with the submittal.

F. Conflict of Interest

Please disclose any interest that an official or employee of Hospitality or the City has with your firm.

G. Sub-Contractors

Provide the names, company profiles, type of work and percentage of the work performed by any sub-contractors. Indicate which of your reference projects included this sub-contractor.

H. Additional Information

Explain in one (1) page or less how your Proposal will differentiate you from other firms and why we should choose you as our successful vendor. List the unique features that give your firm a competitive edge.

SECTION 4: SUBMISSION OF PROPOSAL

A. General Instructions

Each Proposal must contain one (1) sealed envelope labeled "Technical Proposal" and one (1) separately sealed envelope labeled "Cost Proposal."

1. Contents of Technical Proposal Envelope.

Each Proposal to this RFP shall address the elements described in the Scope of Work (Section 2) and Contents of Proposal (Section 3). The Offeror shall describe its approach and experience in each area.

Please include one (1) original Proposal clearly marked "Original", five (5) hard copies, and one digital copy in PDF format saved to a CD or USB flash drive. Digital copy should be in medium resolution generated from the original program used to prepare your Proposal. Please do not scan a printed copy for your digital submission.

Proposals shall be as succinct as possible while completely providing all requested information. All Proposals shall be printed on single sided 8-1/2" X 11" in size or folded to such a size. Font shall be 11 point or larger.

2. Contents of Cost Proposal

Please complete the Cost Proposal form attached as Exhibit G and seal in a separate envelope labeled "RFP # 15-067 – Website Development Service – Hospitality - COST PROPOSAL – *Offeror's Name*." DO NOT INCLUDE THE COST PROPOSAL IN YOUR DIGITAL SUBMISSION. Additional copies and digital copies of the Cost Proposal are not required.

B. Proposal Submittal Location and Deadline

All Proposals must be in writing delivered to:

City of Sandy Springs
Purchasing Office
7840 Roswell Rd., Building 500
Sandy Springs, GA 30350

All Proposals must be presented in a sealed opaque package with the following language clearly marked on the outside of the package:

"RFP 15-067 - Website Development Services - Hospitality"

The name and address of the Offeror must also clearly be marked on the outside of the package.

Proposals are due no later than 2:00 p.m., Tuesday, July 14, 2015.

Proposals received after this date and time or at any other location cannot be accepted or considered.

Hospitality is not responsible for delays caused by traffic, inclement weather or any other reason. Hospitality is not responsible for late deliveries by couriers, the USPS or package express companies (UPS, Fed Ex, etc.) It is the sole responsibility of the Offeror to submit its Proposal before the deadline.

Electronic and facsimile Proposals will not be accepted.

SECTION 5: PRE SUBMITTAL INQUIRIES

A question and answer period has been established. All inquiries must be delivered in writing (e-mail to jallen@sandyspringsga.gov) no later than **5:00 PM EDT on Friday, June 26, 2015**. After this date, questions may not be answered. Requests for information and questions should be submitted to:

City of Sandy Springs
Attn: Jeff Allen, Purchasing Manager
jallen@sandyspringsga.gov

Responses to questions and any additional information relating to this RFP will be posted to the City's website at <http://www.sandyspringsga.org/business/doing-business-with-the-city/bidding-opportunities>. Informal verbal communications, or communications by any person other than the Purchasing Manager named in this RFP shall be considered unofficial and Hospitality shall have no responsibility to verify any information that is not contained in this RFP or future addenda.

Please check the website regularly for updates and addenda.

SECTION 6: GENERAL EVALUATION PROCESS AND CRITERIA

A. General Information

The RFP will enable Hospitality to gather additional information and identify one (1) or more qualified firms to perform the services described in the Scope of Work. Hospitality will conduct a comprehensive, fair and impartial evaluation of all Proposals received. An evaluation team will be established by Hospitality to evaluate submitted Proposals ("Evaluation Committee"). The Evaluation Committee may invite the most qualified Offeror(s) to interview; however, Hospitality retains the right to select only one Offeror for award or further discussions. Hospitality may also determine that no qualified Proposals have been received and reject all Proposals.

B. Interviews

At Hospitality's discretion, selected Offerors may be interviewed and re-evaluated based upon the criteria set out in the RFP, or other criteria to be determined by the Evaluation Committee (i.e. unique qualities, methodologies, or approaches taken to differentiate from other Offerors). Selected Offerors may be asked to provide additional information to the Evaluation Committee regarding demonstrated competence and qualifications, feasibility of implementing the Project as

proposed, ability to meet schedules, costing methodology, or other factors as appropriate.

Any information received by the Evaluation Committee subsequent to the Offeror's Proposal will be used to further evaluate the selected Offerors to determine a rank-order. Final approval of a selected Offeror is subject to the Sandy Springs' Purchasing Policies.

C. Past Performance – References

Hospitality, at its discretion, may review past performance of an Offeror. As stated in Section 3(E) of this RFP, an Offeror shall include three (3) to five (5) reference projects from the past three (3) to five (5) years, providing the information requested in Section 3(E).

D. Negotiation and Best and Final Offer (as applicable)

1. If Hospitality deems it is in its best interest to retain the services of one (1) or more Offerors, Hospitality reserves the right to negotiate a revised scope and or fees. Negotiations will encompass all phases of work, including but not limited to: hourly rates, fees for services, markups for overhead and profit on subcontractors, a "not to exceed" contract amount, as well as any other items Hospitality deems appropriate.

2. If negotiations are successful, Hospitality and the highest ranking Offeror will enter into an agreement to develop the services as outlined in this RFP. If an acceptable agreement cannot be reached between Hospitality and the highest ranking Offeror, Hospitality may choose to negotiate with other Offeror(s).

3. Qualified firms submitting Proposals will be required to submit financial statements for a minimum of three (3) recording periods prior to contract award.

4. Separate meetings with more than one (1) Offeror may be conducted during the same time frame; however, negotiation sessions with an Offeror will not be held in the presence of another Offeror.

5. Offerors submitting Proposals should be aware that the Evaluation Committee has sole discretion to determine what constitutes the "best value and offer" for Hospitality. Consequently, Offerors are urged to submit best possible terms in their original submittal.

E. Evaluation Criteria

Criteria	Criteria Description	Available Points
Project Team	Team has the experience and has worked together on other projects of similar scope and scale	35
Past Experience	Offeror, including sub consultants have demonstrated experience on similar past projects	25
Understanding of Project	Offeror has answered all the major points of the scope and has clearly demonstrated an understanding of the City, Hospitality and other stakeholders	25
Project Schedule	Offeror has conveyed they have the understanding of the schedule and the available resources to meet all deliverables on time	15
Total Points		100

SECTION 7: SCHEDULE OF EVENTS

Release of RFP – June 17, 2015
Deadline for questions – June 26, 2015, 5:00 p.m.
Publication of Questions and Answers – July 6, 2015
Proposals due – July 14, 2015, 2:00 p.m.

SECTION 8: TERMS AND CONDITIONS

All Proposals and supporting materials as well as correspondence relating to this RFP become property of Hospitality when received. Any proprietary information contained in the Proposal should be so indicated; however, a general indication that the entire contents, or a major portion, of the Proposal is proprietary will not be honored. The following terms and conditions shall also apply:

- A. All applicable Federal and State of Georgia laws, City of Sandy Springs and Fulton County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.
- B. Professionals requiring special licenses must be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.
- C. No Proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City or Hospitality with respect to any debt, (ii) is in default with respect to any obligation to the City or Hospitality, or (iii) is deemed irresponsible or unreliable by Hospitality.
- D. Hospitality shall be able to request of the Offerors satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFP.
- E. From the date this RFP is issued until a firm is selected, Offerors are not allowed to communicate with any staff or elected officials of the City or Hospitality regarding this

procurement, except at the direction of Jeff Allen, Purchasing Manager for the City and procurement agent in charge of this solicitation for Hospitality. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Purchasing Manager: Jeff Allen
Address: 7840 Roswell Road, Building 500
Sandy Springs, GA 30350
E-mail Address: jallen@sandyspringsga.gov

F. The costs for developing and delivering Proposals to this RFP and any subsequent presentations of the Proposal as requested by Hospitality are entirely the responsibility of the Offeror. Hospitality is not liable for any expense incurred by the Offeror in the preparation and presentation of its Proposal.

G. While Hospitality has every intention to make an award as a result of this solicitation, issuance of the RFP in no way constitutes a commitment by Hospitality or the City to award and execute a contract. Upon a determination such actions would be in its best interest, Hospitality, in its sole discretion, reserves the right to:

1. Cancel or terminate this RFP at any time. A notice of cancellation will be issued. If the RFP is cancelled, Hospitality will not reimburse any Offeror for preparation of its Proposal. Proposals may be returned upon request if unopened;
2. Reject any or all Proposals received, make a contract award based directly on the Proposals received in the best interest of Hospitality, in its sole discretion, or enter into further discussions with one or more Offerors;
3. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any Proposal;
4. Make partial award or no award if it is in the best interest of to do so; and
5. Terminate any contract if Hospitality determines adequate funds are not available.

SECTION 9: MODEL CONTRACT

The form of contract ("Model Contract") Hospitality intends to execute with the selected Offeror is included in this RFP as Exhibit H. Offerors are urged to read this Model Contract carefully prior to submitting a Proposal.

In general, Hospitality is unable to negotiate or revise contract provisions. If an Offeror believes certain contract provisions are out of date, not applicable or place an undue burden or cost on the Offeror or Hospitality, the Offeror must address these concerns in writing during the question and answer period. The Purchasing Manager will review and determine the appropriate response. If Hospitality determines a change is warranted; an addendum will be posted to this RFP. If a firm is unwilling to execute the Model Contract, whether modified by addendum or not, a Proposal should not be submitted.

Hospitality may deem any Proposal containing contract changes or exceptions non-responsive and reject the Proposal.

This RFP document, together with its addenda, amendments, attachments, modifications, Offeror's Proposal, including any amendments, a "best and final offer," and any clarification question responses, when executed, becomes part of the contract between the parties. Hospitality does not intend to accept alternate terms and conditions to the Model Contract. All questions are due in writing no later than the date stated on the first page of this RFP. Questions received after this date and time may not be answered.

If any terms and conditions contained in the Offeror's Proposal to this RFP or any follow up correspondence with Hospitality are found to contradict the terms and conditions of this RFP, any addenda or any contract entered into by the Offeror and Hospitality as a result of this RFP Hospitality's terms shall govern. External content, such as web links, in no way alter any agreement between the Offeror and Hospitality nor do they become part of the agreement.

Prior to award, the apparent selected Offeror may be required to enter into discussions with Hospitality to resolve any contractual differences before an award is made. These discussions shall be finalized and all exceptions resolved within one (1) week of notification; if not, the Proposal may be rejected and discussions initiated with the second highest scoring Offeror.

The selected Offeror shall not begin performance of services requested by this RFP prior to the execution of a formal written contract (based on the Model Contract) by Hospitality and the selected firm. Any Offeror beginning performance prior to the execution of a contract shall be deemed to be proceeding at Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, Hospitality reserves the right to withdraw or cancel an award.

Hospitality may, by written notice to the selected Offeror, terminate any resulting contract without cause. Hospitality must give notice of termination to the selected Offeror at least thirty (30) days prior to the effective date of termination.

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the company named as Offeror in the foregoing Proposal; that _____, who signed said Proposal in behalf of the Offeror, was then (title)_____ of said company; that said Proposal was duly signed for and in behalf of said company by authority of its Board of Directors, and is within the scope of its corporate powers; that said company is organized under the laws of the State of _____.

This _____ day of _____, 2014.

(Signature)

(Seal)

SECTION 10: EXHIBITS

- EXHIBIT A: CERTIFICATION OF CONSULTANT – DRUG-FREE WORKPLACE
- EXHIBIT B: CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)
- EXHIBIT C: AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION
- EXHIBIT D: CERTIFICATION OF CONTRACTOR - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
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EXHIBIT A
CERTIFICATION OF CONSULTANT
DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____ (“Consultant”), whose address is _____ and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Consultant’s employees during the performance of the Agreement; and
- (3) Each subcontractor hired by Consultant shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Consultant shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Consultant, _____ certifies to Consultant that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONSULTANT:

Date: _____

Signature: _____

Title: _____

EXHIBIT B
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Sandy Springs Hospitality Board, Inc. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT C
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT D
CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address is _____, _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees

Contractor has:

- _____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- _____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- _____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____
Title: _____

EXHIBIT E
SAMPLE CLIENT AUTHORIZATION LETTER

Offeror's Name
Offeror's Address
City, State Zip

Date: _____

Client name
Client address
City, State Zip

Dear: _____

Our firm *Offeror's Name* is currently responding to the RFP # 15-067 Website Development Services - Hospitality. We would like to use *project name* in which our organizations worked together as one of our firm's references.

This letter authorizes your organization to discuss our firm and the Project with the Sandy Springs Hospitality Board, Inc. and their representatives.

Thank you for your support.

Sincerely;

EXHIBIT F INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish Sandy Springs Hospitality Board, Inc. ("Hospitality") and the City of Sandy Springs ("Sandy Springs") Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to Hospitality covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto Hospitality's or Sandy Springs' property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by Hospitality and Sandy Springs. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise Hospitality and Sandy Springs in writing. Failure of the Contractor to promptly notify Hospitality and Sandy Springs on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to Hospitality and Sandy Springs. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to Hospitality and Sandy Springs.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of Hospitality and Sandy Springs and Hospitality's and Sandy Springs' boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making Hospitality and Sandy Springs and Hospitality's and Sandy Springs' boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to Hospitality and Sandy Springs.

Certificates of Insurance showing that such coverage is in force shall be filed under the Contract by the Contractor to Hospitality and Sandy Springs.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: Sandy Springs Hospitality Board, Inc., 5920 Roswell Road, NE, A-118, Sandy Springs, Georgia 30328 and the City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350.

**EXHIBIT G
COST PROPOSAL**
(To be completed by Offeror and returned with Proposal
in separately sealed envelope labeled “COST PROPOSAL”)

Offeror's Name					
Address					
City		State		Zip	
Service Element				Cost	
System Infrastructure Development					
Website Development					
CMS Development					
Training					
Total Lump Sum Not to Exceed for Scope of Work					
Fee Schedule for Additional Services					
Service / Skill	Description			Hourly Rate	

EXHIBIT H
MODEL CONTRACT



[MODEL CONTRACT]

SERVICE AGREEMENT

Website Development Services - Sandy Springs Hospitality Board, Inc.

This Service Agreement (hereinafter "Agreement") is made this 1st day of **October, 2014** by and between **Contractor** (hereinafter "Contractor") located at **Contractor / Vendor Address** and the Sandy Springs Hospitality Board, Inc. (hereinafter "Hospitality"), located at 5920 Roswell Road NE, Suite C101, Sandy Springs, GA 30328.

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing Website Development Services; and

WHEREAS, Hospitality has a need to acquire the services described in the Scope of Services attached hereto as Exhibit A (hereafter "Services"); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for Hospitality; and

WHEREAS, Hospitality wishes to acquire the Services from Contractor;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Contractor hereby agrees to render the Services to Hospitality as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the **Hospitality Executive Director, or designee**, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. Compensation.

a. **Fee.** As consideration for the Services, Hospitality shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. **Manner of Payment.** Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and

additional equipment expenses incurred during the applicable time period, together with such supporting documentation as may be required by Hospitality. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. **Relationship of Parties.**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Hospitality and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Hospitality and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Hospitality including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Hospitality.

4. **Term**

This Agreement shall become effective as of the date of its execution, shall continue in effect until **June 30, ####**. **Further** Hospitality has an option to renew this agreement for an additional **three (3)** one (1) year terms.

5. **Termination.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Hospitality fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Hospitality or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. **Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Hospitality all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. **Standard of Performance and Compliance with Applicable Laws.**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to Hospitality, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT H, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

8. **Conflicts of Interest.**

Contractor warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and

d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation.**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Hospitality including, but not limited to, information concerning Hospitality, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification**

Contractor agrees to defend, indemnify and hold harmless Hospitality, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit G and incorporated herein by this reference.

11. **Assignment.**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Hospitality. Any attempted assignment by Contractor without the prior express written approval of Hospitality may, at Hospitality' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

12. **Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to Hospitality:

Russell Paul, Chairman
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

With copies to:

Wendell Willard, City Attorney
7840 Roswell Road, Suite 330
Sandy Springs, Georgia 30350

If to Contractor:

With copies to:

Contractor Contact, Title

Name and Title

Address

Address

City, State, Zip

City, State, Zip

13. **Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

14. **Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. **Disputes**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to Hospitality of the claim and the intent to initiate a civil action.

16. **Severability**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

17. **Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

18. **Heading**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

19. **Interpretation of Exhibits and Exclusion of External References**

The provisions of the main body of this Agreement shall govern the relationship between Hospitality and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Contract Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

20. Copyright, Trademark and Patient Indemnification

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless Hospitality against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patient Indemnification shall survive the termination, cancellation or expiration of this agreement.

21. Counterparts.

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

SANDY SPRINGS HOSPITALITY BOARD, INC.

By: _____
Russell Paul, Chairman

Date of Execution

ATTEST:

By: _____
Board Secretary

Approved as to Form:

By: _____
City Attorney

(SEAL)

CONTRACTOR OR VENDOR NAME

By: _____
Name:

Date of Execution

Typed or Printed Name

Title

ATTEST:

By: _____
Secretary

(SEAL)

Witness

This Agreement to be executed in two (2) originals.

EXHIBITS

EXHIBIT A	Scope of Services
EXHIBIT B	Fee Schedule
EXHIBIT C	Certification of Contractor - Georgia Security and Immigration Compliance Act
EXHIBIT D	Certification of Sponsor Drug-Free Workplace
EXHIBIT E	Affidavit Verifying Status for City Public Benefit Application
EXHIBIT F	Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
EXHIBIT G	Insurance Requirements
EXHIBIT H	Notice to Contractors Compliance with Title VI of The Civil Rights Act of 1964

EXHIBIT A
SCOPE OF SERVICES

**EXHIBIT B
FEE SCHEDULE**

EXHIBIT C
CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____, _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

- _____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- _____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- _____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

**EXHIBIT D
CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____, _____, _____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Signature

Name: _____

Title: _____

EXHIBIT E
AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. §50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the _____ day of _____, 20__.

Notary Public:

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT F
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Hospitality Board, Inc. of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT G INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish Sandy Springs Hospitality Board, Inc. ("Hospitality") and the City of Sandy Springs ("Sandy Springs") Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to Hospitality covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto Hospitality's or Sandy Springs' property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by Hospitality and Sandy Springs. If the Contractor receives notice of non-renewal or material adverse

change of any of the required coverages, the Contractor shall promptly advise Hospitality and Sandy Springs in writing. Failure of the Contractor to promptly notify Hospitality and Sandy Springs on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to Hospitality and Sandy Springs. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to Hospitality and Sandy Springs.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of Hospitality and Sandy Springs and Hospitality's and Sandy Springs' boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making Hospitality and Sandy Springs and Hospitality's and Sandy Springs' boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to Hospitality and Sandy Springs.

Certificates of Insurance showing that such coverage is in force shall be filed under the Contract by the Contractor to Hospitality and Sandy Springs.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: Sandy Springs Hospitality Board, Inc., 5920 Roswell Road, NE, A-118, Sandy Springs, Georgia 30328, and the City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350.

EXHIBIT H
NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
 - (b) Cancellation, termination or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal

Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.